



## **REQUEST FOR PROPOSAL**

RFP: 12.14.2021.476 (RFX - 3160004690)

TO PROVIDE: FOR THE PROCUREMENT OF WASTE MANAGEMENT SERVICES

ISSUE DATE: 11/8/2021

### **CLOSING LOCATON**

Mississippi State Hospital - Building 93

3550 Hwy 468 West/P.O. Box 1

Whitfield, MS 39193

### **IFB COORDINATOR**

H.L. Lockhart/Purchasing Chief

Telephone: (601) 351-8056

Fax: (601) 351-8034

E-Mail: Lockhhl@msh.ms.gov

### **TECHNICAL CONTACT**

TIFFANY JEFFERSON: ENVIRONMENTAL SERVICES DIRECTOR

Telephone: (601) 351-8506

E-Mail: Tiffany.Jefferson@msh.ms.gov

### **CLOSING DATE AND TIME**

Bids must be received by 3:00 p.m. (CST) on December 14, 2021



# MISSISSIPPI STATE HOSPITAL

WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

OFFICE OF ADMINISTRATION  
JAMES G. CHASTAIN, DIRECTOR

## WASTE MANAGEMENT SERVICES RFP: No. 12.14.2021..476 (RFX: 3160004690)

Mississippi State Hospital  
3550 Hwy 468 West/P.O. Box 1  
Whitfield, MS 39193  
November 8, 2021

### 1. General Information

- 1.1 In accordance with the applicable provisions of the Mississippi Public Procurement Review Board Office Of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West St. – Suite 701E, Jackson, Mississippi, 39201 for inspection or downloadable at [www.dfa.ms.gov](http://www.dfa.ms.gov). Mississippi State Hospital (MSH) will receive written sealed proposals for the waste management services described in the following specifications. Contractor shall understand that any eventual contract resulting from this Request For Proposals, shall be governed by the above referenced Mississippi Public Procurement Review Board Office of Personal Service Contract Review rules and regulations.
- 1.2 Written sealed **initial** proposals must be received not later than 3:00 P.M. (Central Time) on **Tuesday, December 14, 2021**. **Final and Best** written and sealed proposals, if required, will be submitted on a date following the initial opening which will be determined and communicated to all offerors submitting an initial proposal . Proposals will be opened in building 93, the Central Warehouse. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Mississippi State Hospital. Offerors submitting late proposals, which shall not be considered for award, shall be so notified as practicable.
- 1.3 The Request For Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document or the RFP process should be submitted to him in writing:

H.L. Lockhart/Purchasing Chief  
3550 Hwy 468 West/P.O. Box 1  
Whitfield, MS 39193  
(601) 351-8056/Phone  
(601) 351-8034/Fax  
[lockhhl@msh.state.ms.us](mailto:lockhhl@msh.state.ms.us)/Email
- 1.4 Offerors shall contact the RFP Coordinator to set up an appointment for on-site visits. Every Offeror shall have the responsibility to inspect proposed work sites prior

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

to submitting a proposal. It shall be understood that site visits do not constitute a pre-bid conference and that any questions will have to be submitted in writing by the assigned deadline.

- 1.5 If for any reason you cannot submit a proposal, it would be appreciated, for the record, if you would send us written notice stating reason for no proposal.
- 1.6 The term of the awarded contract shall be for a **three (3) year period** for the services as specified in this request for proposal. The estimated start date for this contract shall be **May 1, 2022** and final end date is projected to be **April 30, 2025**.
- 1.7 Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 3-202.14 of the Mississippi Office of Personal Service Contract Review Procurement Regulations.
- 1.8 Mistakes In Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the Mississippi Office of Personal Services Contract Review Procurement Regulations.
- 1.9 Proposal Modification And Withdrawal. Proposals may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for proposal opening.

## 2. Purpose/Background/Scope

### 2.1 Purpose

The Mississippi State Hospital seeks to contract with one vendor to provide professional waste management services, which comply with all applicable regulations to include federal, state, local, DOT and EPA, for the MSH main campus. The successful contractor shall expect to provide front end loader services along with construction roll off dumpster service and residential curbside service for the MSH main campus located at 3550 Hwy 468 West, Whitfield, MS 39193.

### 2.2 Background.

- A. MSH is a large psychiatric hospital and is the largest facility operated by the Mississippi State Department of Mental Health. It is located about fifteen miles southeast of Jackson, Mississippi and directly south of the Jackson International Airport on County Road 468.
- B. MSH was completed in 1935. The hospital complex was built on the cottage plan and occupies 350 acres. It includes over 130 buildings including staff residences. Patients are housed in approximately 15 buildings on the MSH campus.

- C. MSH has an average daily census of 400 psychiatric patients and a daily average census of 179 nursing home patients.
- D. All divisions of MSH are accredited by the Joint Commission (JC).
- E. The operational divisions of MSH are acute care, nursing home, child and adolescent psychiatric, and adult psychiatric.

### 2.3 Scope.

- A. The successful offeror will provide waste management services for the entire MSH campus to include residential housing units.
- B. MSH is a large generator of general waste and moderate generator of construction wastes.
- C. Services will include collection, containment, transport, tracking and disposal of general solid wastes. Offeror will also be required to provide consulting services and training services for waste management.
- D. MSH will have thirty three 34 front end loader dumpster containers, and two 2 construction dumpsters, on the main campus. MSH also will have twenty six 26 residential curbside pick up containers on the main campus.

### 2.4 Place of Performance.

Vendor shall provide services on the MSH main campus located at 3550 Hwy 468 West, Whitfield, Mississippi 39193.

### 2.5 Period of Performance.

Vendor shall provide required services for a period of 3 years beginning on approximately **May 1, 2022** and ending approximately **April 30, 2025**.

## 3. Definitions

- 3.1 RFP - Request for proposal
- 3.2 Offeror - An individual or company that submits or intends to submit a proposal in response to this "Request for Proposal"
- 3.3 MSH/Hospital - Mississippi State Hospital
- 3.4 JC - Joint Commission
- 3.5 Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration
- 3.6 Contract - The written agreement resulting from this "Request for Proposal" executed by MSH and the contractor
- 3.7 Solicitation - The request for proposal or any part thereof.
- 3.8 Contractor - An individual or company with which a written agreement is executed.
- 3.9 DOT - Department of Transportation
- 3.10 EPA - Environmental Protection Agency

4. Terms and Conditions

- 4.1 It is the intent of MSH to procure professional waste management services for the types and quantities listed in this request for proposal, however quantities may be increased or decreased accordingly if the needs of MSH require such a change. Contract awards shall be a requirement contract as defined by paragraph 3-501.05.3 of the Mississippi Office of Personal Service Contract Procurement Regulations and therefore quantities of MSH Service requirements will be considered indefinite, no specific quantity of services are guaranteed. MSH shall procure all waste management services, covered by this Invitation for Bid, from the awarded vendor, however MSH reserves the right to take bid separately if a particular quantity requirement arises which exceeds MSH's normal requirements or an amount specified herein this IFB. It shall be understood that MSH is exempted from procuring under the eventual contract when (1) services provided under this contract will not meet a nonrecurring, special need of MSH and (2) services are performed incidental to the State of Mississippi's own programs that can satisfy the need.
- 4.2 Failure to examine any drawings, specifications, and instructions will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications. Any request for clarifications shall be in writing and shall be submitted to the MSH RFP Coordinator no later than 5:00 P.M. **December 1, 2021** for final questions.
- 4.3 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MSH RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator.
- 4.4 It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi State Hospital if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the request for proposal document or proposal procedures must be received by the MSH RFP Coordinator not later than **December 1, 2021.**
- 4.5 The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror. Offerors should submit detailed descriptions, manufacturer names, models and literature of the product and services they propose to furnish.

- 4.6 Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
- 4.7 Prices proposed shall be firm **fixed prices that shall be firm for the three (3) year term** of the contract. Adjustments will only be allowed for additional services being added by MSH or services being discontinued by MSH at the same fixed unit prices as originally offered and accepted. No other price adjustments will be allowed during the term of the contract.
- 4.8 Invoices are to be billed to:
- Mississippi State Hospital  
P.O. Box 1  
Whitfield, MS 39193  
Attn: Accounts Payable
- 4.9 No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the final closing time specified will not be considered.
- 4.10 No proposal amendment will be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within the five (5) day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 4.11 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the Mississippi State Hospital by the time and at the place specified for receipt of proposals.
- 4.12 If purchase orders or contracts are canceled because of the awarded offeror's failure to perform or request for an unspecified price increase, that vendor shall be removed from our vendors list for a period of no less than twenty four (24) months.
- 4.13 The offeror understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State

of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

- 4.14 It is expressly understood and agreed that the obligation of MSH to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 4.15 Mississippi State Hospital reserves the right to reject any and all proposals in whole or in part and unless otherwise specified by the offerors, to award items, parts of items or by any group of items on the proposal. MSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. Also the right is reserved to waive minor informalities which do not affect the price, quantity, quality, delivery, or contractual conditions of the services being procured. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi State Hospital shall have **sixty (60) days** from the proposal opening day to accept and issue an intent to award.
- 4.16 It is the intent of MSH to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and construction/design details along with proposal for evaluation and approval.
- 4.17 All products and services proposed must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed, if applicable, shall be new and of current production, latest design and construction.
- 4.18 Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening.

- 4.19 The successful offeror will ensure that any written material prepared by the offeror in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MSH Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful offeror. This requirement applies to written material (reports, letters, and memos) produced by the successful offeror after an award has been made and an agreement has been executed.
- 4.20 The successful offeror will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost or expense to Mississippi State Hospital.
- 4.21 The Mississippi State Hospital accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
- 4.22 The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
- 4.23 The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
- 4.24 Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MSH upon which the offeror will rely. If the offeror receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.
- 4.25 MSH may conduct discussions with Offerors after initial proposals are classified. Those Offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or MSH may chose to accept proposals without discussions. Discussions will be held to promote understanding of MSH requirements and the Offeror's proposal, facilitate arriving at a contract that will be



most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications.

- 4.26 Mississippi State Hospital shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the Offeror's internal administrative and quality assurance files and internal project correspondence. The Offeror shall deliver such documents and work papers to MSH upon termination or completion of agreement. The foregoing notwithstanding, the Offeror shall be entitled to retain a set of such work papers for its files. Offeror shall be entitled to use such work papers only after receiving written permission from MSH and subject to any copyright protections.
- 4.27 Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.28 Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated 71-11-1. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor/Seller to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. (3) In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
- 4.29 The contract shall be governed by and construed in accordance with laws of the State Of Mississippi, excluding its conflicts of laws provisions, and any litigation with

respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state and local laws and regulations.

- 4.30 (1) **Order To Stop Work:** The MSH Director, may, by written order to the contractor at any time, and without notice to any surety, require the contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor, unless the parties agree to any further period. Any such order shall identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order the contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MSH Director shall either:
- (a) cancel the stop work order; or,
  - (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.
- (2) **Cancellation Or Expiration Of The Order:** If a stop work order is issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:
- (a) the stop work order results in an increase in the time required for, or in the contractor's properly allocable to, the performance of any part of this contract; and,
  - (b) the contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MSH Director decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- Termination of Stopped Work:** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise. **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.
- 4.31 Offerors shall understand that Mississippi State Hospital became a tobacco-free facility, effective June 30, 2008. The use of tobacco products by patients, residents (admitted after March 1, 2008), employees, visitors, vendors and contractual staff is prohibited.
- 4.32 Offerors shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi.
- 4.33 The eventual contract awarded as a result of this RFP must be approved by the Mississippi Board of Mental Health.
- 4.34 Offerors must be registered as a vendor with Mississippi's Accountability System for

Government Information and Collaboration (MAGIC) prior to submission of an initial proposal. **Offerors may go on line at [mash.dfa.state.ms.us](http://mash.dfa.state.ms.us) or call (601) 359-1343 for assistance with registering in Magic or submitting a proposal through the Magic system. MSH requires that Offerors submit a proposal on line through Magic and also submit a paper copy directly to MSH.**

- 4.35 This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated 25-61-1 et seq., and Mississippi Code Annotated 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Ann. 27-104-151 et. Seq. Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 4.36 It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 4.37 An offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the MSH Director within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a offeror prefers to have legal representation present, the offeror must notify the MSH Director in writing and identify its attorney by name, address, and telephone number. MSH will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding debriefing, as well as the information that may be provided and excluded, please see section 7-114 through section 7-114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.

## 5. Insurance

- 5.1 The successful contractor must without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 inclusive per occurrence insuring against bodily injury, personal injury and property damage. All required insurance will be endorsed to provide MSH with 30 days advance notice of

cancellation or material change. The contractor must provide a Certificate of Insurance which is completed, certified by the original signature of an Insurance company authorized to do business in Mississippi. The Offeror shall provide and maintain required insurance without limiting its obligations or liabilities and at its own expense throughout the contract term. The contractor will provide the Certificate of Insurance, showing MSH as certificate holder under the contractor's general liability policy for work to be performed, within seven (7) working days after notice of MSH intent to award contract. The contractor shall also provide workmans' compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required by all applicable laws. Contractor shall provide documentation of workmans' compensation insurance within seven (7) working days of receiving notice of award. Contractor shall agree to hold harmless and indemnify MSH for any and all claims arising out of injury, disability, or death of any of the Contractor's employees or agents.

## 7. Service Requirements

- 7.1 Prepare a written proposal that will ensure that all solid general waste and construction waste at Mississippi State Hospital is collected, contained, transported, tracked (as applicable) and disposed in a manner that reduces environmental impact, is safe, is economical and complies with all applicable laws and regulations. The primary methods of collection shall be front end loader and curbside containers. The written proposal should be such that it explains clearly and completely how the offeror will meet the following requirements:
  - A. The proposed contractor agrees to remove all construction wastes and solid general wastes from Mississippi State Hospital to an approved(permitted and licensed) landfill or disposal site off and away from the MSH campus.
  - B. The contractor will base charges for the solid general waste removal services on a firm fixed monthly charge based on the waste container size and pick up frequency.
  - C. The proposed contractor will furnish all necessary labor, vehicles, equipment and material required to perform all required solid waste management services at MSH.
  - D. Contractor will maintain all contractor owned waste containers so that they are free from insects, vermin and offensive odors. All spillage of any material adjacent to containers which result from the lack of care, handling or dumping of containers will be cleaned up by the proposed contractor. Construction containers of an approved type, manufactured entirely of metal, capable of containing refuse, and preventing easy access by vermin or animals, will be furnished by the proposed contractor. Residential containers shall be heavy duty plastic with lids. It will be the responsibility of the proposed contractor to maintain, clean and disinfect the supplied containers complying with all existing requirements of federal, state, county and local health laws and regulations to include the replacement of any damaged or

broken parts. All waste containers provided under this contract shall be designed for easy use, meet all applicable standards and/or regulations, and shall be approved by MSH prior to being placed at MSH.

- E. The MSH Environmental Services Department will contact the successful contractor when a contractor owned dumpster or container needs cleaning. The contractor will call the designated MSH representative within twenty four hours to schedule the date and time a dumpster will be cleaned. The contractor will inform the MSH designee when a dumpster has been cleaned as requested.
- F. The location of the waste containers, size of containers and frequency of waste pick up will be according to the attached schedule/ secondary pricing page (**Exhibit - A**) which will be made a part of any contract. Vendor shall understand that MSH reserves the right to change container sizes, types, and pick up frequency as the needs of MSH require and pricing shall be adjusted accordingly based on individual line pricing shown in **Exhibit - A**.
- G. The contractor will be responsible for all set up costs to include placement of dumpsters and other supplies or equipment needed to perform the services required by this RFP.
- H. The contractor will perform all services during the hours of 6:00 a.m. to 8:00 p.m. daily unless a change of these hours has been agreed upon and approved by the contractor and MSH. The contractor will perform these services in a manner to avoid inconvenience to hospital employees, residents or visitors.
- I. The contractor will maintain a regular (not less than twice each year) and systematic inspection of the services performed to assure that all services are conforming to contract terms. The contractor will make written recommendations to reduce program costs and/or improve execution of the contract by either party. Contractor will assign a representative to attend monthly Waste Management Committee meetings held on the MSH campus.
- J. The proposed contractor will act as an independent contractor while performing the services required and will employ and direct his own personnel as required to include the securing of any and all permits. The proposed contractor will exercise full and complete authority over its personnel and will comply with all Workers Compensation, Employer Liability, General Liability Insurance and other federal, county, and municipal laws, ordinances, rules and regulations required of an employer to include the making of all reports and remitting all required withholdings from compensation.
- K. The successful contractor will not change any pick up schedule without prior written approval of the designated MSH Officer. Contractor will provide advance notice of change to the designated MSH Officer no less than ten working days or within such time frame that is agreed upon by hospital and the contractor to allow adequate notice of and preparation by affected MSH parties.
- L. Contractor shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same

- may lawfully be due the United States Government and any political subdivisions thereof, the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by any Federal Code, Mississippi Code or any applicable statute or other authority for the full duration of this contract.
- M. Successful contractor will be required to provide a written report, in duplicate, which indicates the levels of program performance as measured against agreed upon performance measures/standards and program goals no later than the end of the sixth month after the start date of the agreement. The report will include any recommendations to improve MSH performance in waste management. The report will include, as applicable, summary charts and graphs to illustrate program status. A copy of the report will be made available to the Director of Housekeeping and the Director of Environmental Services.
  - N. Upon termination of the contract, vendor shall remove all vendor owned equipment in a manner that is orderly and does not disrupt service to MSH and based on a time frame agreed upon by both parties.
  - O. Vendor shall minimally meet all standards of responsibility as stated at paragraph 3-102.09.2 of the Mississippi Office of Personal Service Contract Review Rules and Regulations.
  - P. Vendor shall understand that a pro-rated discount will be applied to applicable invoices when a scheduled pick up is missed and not made up as agreed upon by both parties in a timely manner.
  - Q. Vendor shall provide pricing for curbside container services for the MSH main campus and staff housing. Pricing for 64 gallon containers should be based on one day of service. Please propose pricing as a monthly (lines 1 and 4) service total or per each flat rate pickup/drop off (lines 2 and 3) for each line item on Exhibit – C. Pricing will also have to be submitted as an individual line item monthly (front end dumpsters and residential containers) or each flat rate (construction dumpsters) charge on Exhibit – A.
  - R. Vendor shall sign and return, with proposal, the Certifications and Assurances form provided as **Exhibit – B**.

## 8. Proposal Format

- 8.1 All proposals submitted in response to this request shall be in writing.
- 8.2 Offeror shall submit proposal copies in individual binders/folders or report covers which contain subject divider tabs for each required section and pages shall be numbered. **Vendor shall ensure that their company name, logo or other identifying markings are only included on the cover page of the proposal and no other pages to help facilitate blind evaluation of proposals as required by State of Mississippi Personal Services Procurement Rules and Regulations. Failure to comply with this requirement may result in rejection of proposal.**

- 8.3 Offerors must submit three (3) signed copies of the proposal in a **sealed** envelope with offeror's name and address on outside of envelope. Offeror must also write the time (3:00 p.m.), date of the proposal opening (**December 14, 2021** (Initial) or a date to be determined for best and final proposals, if required, proposal file number (**12.14.2021.476**), and proposal title (**Waste Management Services**) on the outside lower left corner of the envelope.
- 8.4 Offeror must submit summary pricing on the proposal pricing form provided in the proposal package as **Exhibit – C**. Pricing shall be submitted as part of the initial proposal and the final proposal if required. Pricing submitted shall be fixed and firm for the entire three (3) year contract period.
- 8.5 The following response format will be used for all submitted proposals:
- A. Offeror must provide a **title page** showing RFP number, offeror's name and address, offeror's telephone number, offeror's principal place of business, and name of offeror's primary contact person.
  - B. A **cover letter** of introduction signed by the person or persons authorized to sign on behalf of, and bind the offeror to, statements made in the proposal.
  - C. **Table of contents** including page numbers.
  - D. A detailed plan describing how the services will be provided. Offeror should discuss any needed company expansion that would be required to handle the services.
  - E. Offeror must describe successful **experience** in providing the required waste management services. Offeror shall include documentation of successful management and consulting experience in a public sector facility environment, similar in size and scope to those required in this RFP over the most recent five (5) year period (Offeror shall state actual number of years).
  - F. Offeror will provide at least **three (3) references** for contracts to provide services of similar size and scope to those specified in this RFP, which are within the most recent five (5) year period. Offeror shall include those projects that involved a large public entity or healthcare facility. References shall include the name referenced organization, telephone number and name of a person most familiar with the Offeror's performance under the cited contract and the date service was last provided.
  - G. Offeror shall state the age of their business and the average number of employees over the most recent five (5) year period.
  - H. Offeror shall provide a brief resume, citing abilities, qualifications and experience, of all personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person.
  - I. Offeror shall also include a brief resume of experience of key members of the Offeror's company to include information about work performed with public entities and/or healthcare facilities.

- J. Offeror shall include a copy of the most recent financial statement and/or audit report with proposal.
- K. Offeror must indicate any **exceptions** to the terms and conditions, insurance requirements, and any other requirements in the RFP. Offeror shall understand, however, that such exception may cause their proposal not to be considered in whole or in part for award.
- L. Offeror should provide any **additional information** determined to be beneficial in the evaluation of Offeror's response.
- M. Offeror should use the summary **pricing** form (**Exhibit – C**) provided to show proposed costs to provide services. Pricing provided in the initial proposal is subject to negotiation if Offeror's proposal is determined to be acceptable. Revised pricing may be submitted, by the Offeror in their final proposal if a final proposal is required by MSH.

## 9. Evaluation Procedures

- 9.1 Initial proposals will be evaluated and classified into one of three categories for the purpose of holding discussions, if required, with offerors. Those categories are acceptable, potentially acceptable, and unacceptable. This evaluation will be based on minimum mandatory criteria that all proposals must meet in order to receive further consideration (See paragraph – 10). Contractor who submit proposals determined to be unacceptable will be notified, in writing, promptly and the notice will include the reason(s) for the proposal being declared unacceptable.
- 9.2 After initial proposals are categorized those Offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MSH requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications. MSH may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.
- 9.3 Proposals determined to be acceptable shall be evaluated against weighted criteria to determine if the proposals meet the needs of MSH. The evaluation will be conducted, minimally, by a committee of three (3) MSH employees. Each Committee member will use the designated rating form to rate each offeror using the consensus method and then a cumulative total of overall ratings will be taken to determine a final score and the vendor with the overall highest rating will be awarded the contract. (**See Rating Form Exhibit - D**)
- 9.4 Evaluators will rate pricing by taking the lowest proposed cost for regular scheduled



waste pickup service and use it as a base to determine the rating for remaining Offerors. The lowest price will be awarded the full available points and remaining Offerors will receive a percentage of the available points. Example – The available points for pricing is 35 and the lowest monthly price is \$5000.00 and the second lowest is \$10,000.00. The lowest Offeror would get 50 points and since \$5000.00 is 50% of \$10,000.00 the second lowest vendor would get 17.5 points or 50% of the available points. The pricing total will be determined by adding the totals for front end loader service, construction dumpster service and residential curbside services.

#### 10. Minimum Mandatory Criteria

- 10.1 All initial proposals must meet the following minimum criteria in order to receive further consideration:
- A. Proposal must be submitted in writing.
  - B. Proposal must be submitted in the designated format.
  - C. Three copies of the proposal must be submitted.
  - D. The proposal must be signed by the person(s) authorized to sign on behalf of and bind offeror.
  - E. The proposal must be received at the designated location by 3:00 p.m. Central time on the specified closing date.
  - F. The proposal is submitted in a properly sealed envelope which contains the required proposal information on the outside of envelope.
  - G. The proposal contains required reference information to include contact and telephone number.
  - H. The proposal plan is detailed and addresses all required services.

#### 11. Evaluation Criteria

The following criteria shall be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of points utilized in contract award.

- 11.1 Ability to perform required services reflected by technical training, education, general experience and specific experience. **15 Points (Very Important)**
- 11.2 The qualifications and abilities of personnel proposed to be assigned to perform the services. **10 Points (Important)**
- 11.3 The plan proposed for performing required services to include completeness and presentation. **5 Points (Important)**
- 11.4 The personnel, equipment, and facilities to perform the services currently available or, demonstrated to be made available at the time of contracting. **15 Points (Very Important)**

- 11.5 Record of past performance of services of similar work. **5 Points (Important)**
- 11.6 Regulatory compliance to include documentation (permits & licenses). **5 Points (Important)**
- 11.7 Training services offered to include video, literature and workshops. **5 Points (Important)**
- 11.8 Cost reduction and performance improvement services offered. **5 Points (Important)**
- 11.9 Price to provide required services. **35 Points (Very Important)**
- 12. Award Criteria
  - 12.1 Award will be made based on the total evaluation criteria points awarded to each offeror. The Offeror who receives the highest total number of points from all evaluators shall be awarded the contract.
- 13. Contract Agreement
  - 13.1 The successful Offeror(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as **Exhibit - E**. In no event is a vendor to submit its own standard terms and conditions in response to this solicitation. The vendor may submit exceptions to terms and conditions, listed in **Exhibit - E**, and MSH will review requested exceptions and accept or reject the same at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board.
  - 13.2 The total contract shall consist of this Request for proposal to include amendments, the response proposal submitted by the successful vendor(s), and the MSH standard contract, a sample of which is shown in **Exhibit - E**. No other documents shall be a part of the formal contract.
- 14. Negotiation Delay
  - 14.1 If a written contract agreement cannot be negotiated within fifteen (15) days of notification of the successful offeror, MSH may at its sole discretion at any time thereafter, terminate negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the RFP process and not enter into a contract with any of the offerors.
- 15. Protest Deadline

- 15.1 Any protest by a responsive Offeror must be timely and in accordance with instructions set forth in this request for proposal. The protest period for responsive Offerors shall begin on the day following the issuance of the notice of intent to award contract and will end at 5:00 P.M. of the seventh day following issuance of intent to award. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate exhibits, and it must specify the ruling requested from MSH. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

16. Mandatory E-Payment Rule/Paymode - Authorization & Acknowledgement

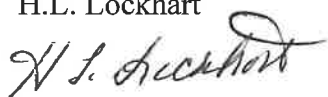
- 16.1 Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor's choice. The state may, at its sole discretion, require the contractor to electronically submit invoices and supporting documentation electronically at any time during the term of this agreement. Contractor understands and agrees that the state is exempt from the payment of taxes. All payments shall be in United States currency. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. Mississippi State Hospital agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by Mississippi State Hospital within forty-five (45) days of receipt of invoice. Miss. Code Annotated 31-7-301 et seq. Please see **Exhibit – F**.
- 16.2 Offerors shall sign and return the authorization and acknowledge form, **Exhibit – G**.

17. Schedule

- 17.1 The following is a schedule of the RFP process for this invitation:
- A. Ad appears in the newspaper – 11/10/2021 and 11/17/2021
  - B. Deadline for final questions – 12/1/2021
  - D. Initial proposals due – 12/14/2021
  - J. Contract projected start date – 5/1/2022 (Subject To Change)

**Mississippi State Hospital reserves the right to amend and/or change the above schedule of events, as it deems necessary.**

H.L. Lockhart



Materiel Management Director

# EXHIBIT - A

LOCATION	FREQUENCY	SERVICE DAYS	CONTAINER SIZE	QUANTITY	WASTE TYPE	MONTHLY CHARGE
1H-20H	1/MK	W	64GAL	26	GENERAL	
201W/1	3/MK	MMWF	4YD	1	GENERAL	
201W/2	3/MK	MMWF	4YD	1	GENERAL	
203W/3	3/MK	MMWF	4YD	1	GENERAL	
203W/4	3/MK	MMWF	4YD	1	GENERAL	
23OC	3/MK	MMWF	6YD	1	GENERAL	
28NH	3/MK	MMWF	8YD	1	GENERAL	
29NH	3/MK	MMWF	8YD	1	GENERAL	
31NH	3/MK	MMWF	8YD	1	GENERAL	
32W/41NH	3/MK	MMWF	8YD	1	GENERAL	
33NH	3/MK	MMWF	8YD	1	GENERAL	
34NH	3/MK	MMWF	8YD	1	GENERAL	
35W	3/MK	MMWF	4YD	1	GENERAL	
36W/37	1/MK	W	6YD	1	GENERAL	
39W	3/MK	MMWF	8YD	1	GENERAL	
42D	3/MK	MMWF	4YD	1	GENERAL	
45W	3/MK	MMWF	8YD	1	GENERAL	
46W	3/MK	MMWF	8YD	1	GENERAL	
48NH	3/MK	W	4YD	1	GENERAL	
50PH/51PY	2/MK	M/F	6YD	1	GENERAL	

<i>LOCATION</i>	<i>FREQUENC</i>	<i>SERVICE DAYS</i>	<i>CONTAINER SI</i>	<i>QUANTITY</i>	<i>WASTE TYPE</i>	<i>MONTHLY CHARGE</i>
52MS	AN	ON/CALL	30YD	1	GENERAL	
54L43F/56P	3WK	MMWF	8YD	1	GENERAL	
55MS	AN	ON/CALL	40YD	1	GENERAL	
60W	3WK	MMWF	8YD	1	GENERAL	
63W	3WK	MMWF	8YD	1	GENERAL	
64IM/66SE	3WK	MMWF	8YD	1	GENERAL	
67SO	1WK	W	6YD	1	GENERAL	
69	3WK	MMWF	6YD	1	GENERAL	
71PR	2WK	M/F	6YD	1	GENERAL	
78NH	3WK	MMWF	8YD	2	GENERAL	
79/80/81/87	3WK	MMWF	8YD	1	GENERAL	
84/202R	1WK	W	4YD	1	GENERAL	
90W	3WK	MMWF	8YD	1	GENERAL	
91C	1WK	W	2YD	1	GENERAL	
93CW	1WK	W	4YD	1	GENERAL	
99H	1WK	W	4YD	1	GENERAL	

## EXHIBIT - B

### CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s): **YOU MUST CIRCLE THE CORRECT WORDS IN ALL LINES.**

01. Representation Regarding Contingent Fees. The contractor represents that it has/has not (Circle One) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's proposal.
02. Representation Regarding Gratuities. The bidder, offeror, or contractor represents that it has/has not (Circle One) violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation have/have not (Circle One) been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's offer that such contractor has/has not (Circle One) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting a offer, the offeror certifies that it is/is not (Circle One) currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting offers for contracts issued by any political subdivision or agency of the State of Mississippi.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH PROPOSAL**

## EXHIBIT - C

### WASTE MANAGEMENT PROPOSAL PRICING FORM

1. Solid Waste collection, containment, transport, and disposal for front end loader containers: \$ \_\_\_\_\_ Per Month (34 Containers as scheduled for thirty six months)
2. Construction dumpster 30 yd: \$ \_\_\_\_\_ Flat Rate (Drop Off/Pickup/Disposal/Rent) - Estimated Three Year Usage 50 pick ups (1 Each Dumpster)
3. Construction dumpster 40 yd: \$ \_\_\_\_\_ Flat Rate (Drop Off/Pickup/Disposal/Rent) - Estimated Three Year Usage 60 pick ups (1 Each Dumpster)
4. MSH Residential Housing Curbside Pickup \$ \_\_\_\_\_ Per Month (1/WK/Wednesday - 26 each, 64 gallon containers as scheduled for thirty six months)

**ACKNOWLEDGEMENT OF AMENDMENTS:** Bidders shall acknowledge the receipts of amendments by placing an "X" by each amendment number received:

Amendment No. 1 ( ) Amendment No. 2 ( ) Amendment No. 3 ( ) Amendment No. 4 ( )

Name of Company \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Authorized Binding Signature \_\_\_\_\_

Title \_\_\_\_\_ Email Address \_\_\_\_\_

Date \_\_\_\_\_ Certificate of Responsibility No. \_\_\_\_\_

We submit the above prices and agree to initiate services within \_\_\_\_\_ calendar days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the initial proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the Mississippi State Hospital, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or part without the written consent of Mississippi State Hospital.

# EXHIBIT – D

## WASTE MANAGEMENT SERVICES EVALUATION FORM

RFP: 12.14.2021.476

VENDOR NUMBER: \_\_\_\_\_

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Rating: \_\_\_\_\_

Comments: \_\_\_\_\_

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to perform required services	15		
Qualifications & abilities of assigned personnel	10		
The proposed plan for providing services	5		
Personnel, equipment and facilities available or to made available	15		
Record of past performance	5		
Regulatory Compliance	5		
Training Services Offered	5		
Cost Reduction/Performance Improvement	5		
Proposed price	35		

TOTAL SCORE	100 Maximum Points	Score:	
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Evaluator's Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT – E**

**SAMPLE CONTRACT (FOR REFERENCE ONLY)**



## AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and \_\_\_\_\_.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and \_\_\_\_\_, hereinafter called "Independent Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

NOW THEREFORE, the parties agree to the terms and conditions herein.

### 1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor. Further, Hospital or its subordinate programs shall not provide to Independent Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

### 2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment A which is attached hereto and made a part of as if fully copied herein.

### 3. PERIOD OF AGREEMENT

Performance of the services will begin on or about \_\_\_\_\_ and will end on or about \_\_\_\_\_. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval by the Board of Mental Health, and approval by the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment A. The total contract amount will not exceed \$\_\_\_\_\_.

5. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

6. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect hereto shall be brought in the courts of the state. The Independent Contractor shall comply with applicable federal and state local laws and regulations.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at, any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Hospital, the Hospital shall have the right upon ten (10) working days written notice to the Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. REPRESENTATION REGARDING CONTINGENT FEES

The Independent Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the contractor's bid or proposal.

9. REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

10. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which

is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

#### 11. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### 12. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

#### 13. COMPLIANCE WITH LAWS

The Independent Contractor understands that the Hospital is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, religion, physical handicap, disability, genetic information, or any other consideration made unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provisions of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified, "as well as in accordance with the standards of the Joint Commission (JC)."

#### 14. HIPAA

Independent Contractor agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there too, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract."

#### 15. TERMINATION FOR CONVENIENCE

(a) *Termination.* The Hospital Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Hospital Director or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

(b) *Independent Contractor Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Hospital Director or designee may direct Independent Contractor to assign Independent Contractor right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

## 16. TERMINATION FOR DEFAULT

(a) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Hospital Director or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Hospital Director or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Hospital Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) *Independent Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

(c) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Hospital Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(d) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Independent Contractor has notified the Hospital Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the

public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Hospital Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(e) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(f) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### 17. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

#### 18. E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

#### 19. E-VERIFICATION

Independent Contractor represents and warrants that it will ensure its compliance with the

Mississippi Employment Protection Act 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Independent Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Independent Contractor to the following:

- (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (b) the loss of any license, permit, certification or other document granted to Independent Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- (c) both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

## 20. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent

Contractor’s special skills and expertise. The Independent Contractor shall not assign, subcontract, or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

## 21. STOP WORK ORDER

(1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize

the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

## 22. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor's choice. The State may, at its sole discretion, require Independent Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## 23. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

## 24. AUTHORITY TO CONTRACT

Independent Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing



legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

25. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Independent Contractor that the scope of the project or of Independent Contractor's services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Independent Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Independent Contractor or its subcontractor shall rest with Independent Contractor. Disclosure of any confidential information by Independent Contractor or its subcontractor without the express written approval of the Hospital shall result in the immediate termination of this agreement.

27. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Hospital pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Hospital shall not be liable to the Independent Contractor for disclosure of information required by court order or required by law.

28. CONTRACTOR PERSONNEL

The Hospital shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Independent Contractor. If the Hospital reasonably rejects staff or subcontractors, Independent Contractor must provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the

Hospital. The day-to-day supervision and control of Independent Contractor's employees and subcontractors is the sole responsibility of Independent Contractor.

## 29. DEBARMENT AND SUSPENSION

Independent Contractor certifies to the best of its knowledge and belief, that it:

- (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (b) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (c) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

## 30. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

## 31. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (d) is independently developed by the recipient without any reliance on confidential information;
- (e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,

(f) is disclosed with the disclosing party's prior written consent.

32. FAILURE TO DELIVER

In the event of failure of Independent Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, after due oral or written notice, may procure the services from other sources and hold Independent Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Hospital may have.

33. FAILURE TO ENFORCE

Failure by the Hospital at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Hospital to enforce any provision at any time in accordance with its terms.

34. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

35. INDEMNIFICATION

To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon the approval of the Office of the Mississippi Attorney General, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not unreasonably withheld.

36. INDEPENDENT CONTRACTOR STATUS

Independent Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Independent Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Independent Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Independent Contractor. Independent Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by Independent Contractor, its servants, agents, or employees. The Hospital shall not withhold from the contract payments to Independent Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Independent Contractor. Further, the Hospital shall not provide to Independent Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

37. MODIFICATION OR RENEGOTIATION

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Independent Contractor for harm caused by the intentional or reckless conduct of Independent Contractor or for damages incurred through the negligent performance of duties by Independent Contractor or the delivery of products that are defective due to negligent construction.

39. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Hospital or Independent Contractor and agreed to by the other party in the contract.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Independent Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Independent Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account

of the acts or omissions of Independent Contractor.

41. STATE PROPERTY

Independent Contractor will be responsible for the proper custody and care of any state-owned property furnished for Independent Contractor's use in connection with the performance of this agreement. Independent Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

42. THIRD PARTY ACTION NOTIFICATION

Independent Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Independent Contractor by any entity that may result in litigation related in any way to this agreement.

43. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Independent Contractor.

44. WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

45. NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Independent Contractor: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

For the Hospital: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: Post Office Box 157-A, Whitfield, Mississippi  
3550 Highway 468 West, Whitfield, Mississippi

#### 46. INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Independent Contractor on the basis of draftsmanship or preparation hereof.

\_\_\_\_\_  
James G. Chastain  
Director  
Mississippi State Hospital

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Contractor

\_\_\_\_\_  
Date

## **EXHIBIT - F**

### **MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS AND ELECTRONIC INVOICING BY VENDORS**

Vendor Name ("Vendor"): \_\_\_\_\_

Vendor has received a copy of the "Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors."

Vendor understands that MSH is an agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration ("DFA").

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the MSH until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION  
ADMINISTRATIVE RULE  
MANDATORY ELECTRONIC PAYMENT OF VENDORS

**I. General Purpose.**

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

**II. Definitions.**

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
  - 1. The State of Mississippi uses “standard EFT” for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
  - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (MAGIC). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State’s vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic payments prior to the implementation of this policy.
- E. PayMode™: A Bank of America product, PayMode™ is the State’s present e-payment vehicle.



- F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- G. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

### **III. Requirements for Transitioning to E-payment Vehicle**

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™.
- B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.
- C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
  - 1. Vendor must have a valid email address in order to enroll with PayMode™.  
This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
  - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
  - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting [mash@dfa.state.ms.us](mailto:mash@dfa.state.ms.us) or by calling MASH at (601) 359-1343.

### **IV. Requirements for Transitioning to E-invoicing**

- A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.
- B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.
- C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
- D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

### **V. Exemptions**

- A. The following are exempt from this rule:
  - 1. State employees as defined in §25-9-107;
  - 2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
  - 3. Vendors specifically approved for “one of” payments using the

specific vendor number designated for that purpose by the Office of Fiscal Management;

4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation.
5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to: Director, Office of Fiscal Management  
Department of Finance and Administration  
501 North West Street, Suite  
1101B Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

EXHIBIT - G

**PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM  
FOR PROPOSED AGREEMENT ON MSH FOOD SERVICE MANAGEMENT SERVICES**

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding waste management services issued by Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed equipment, materials and/or services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal for waste management services dated **November 8, 2021**. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Project Officer of MSH.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for waste management services in whole, with exception of those noted as required and with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: \_\_\_\_\_

Name of Authorized Agent (Printed): \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH PROPOSAL**